

**AMENDMENT NUMBER 2
TO
CONTRACT NUMBER DIR-SDD-2044
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF
INFORMATION RESOURCES
AND
DELOITTE CONSULTING LLP**

This Amendment Number 2 to Contract Number DIR-SDD-2044 (“Contract”) is between the Department of Information Resources (“DIR”) and Deloitte Consulting LLP (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract,** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through June 25, 2016 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) additional one-year term.

2. **Contract, Section 3. Service Offerings,** is hereby restated in its entirety as follows:

Services available under this Contract are limited to the Deliverables-Based Information Technology Services Technology Categories as specified below. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor’s response to the solicitation described in Section 1.B above.

No hardware or software products and related services may be sold through this contract. Any products needed to deliver final services must be procured through another contract vehicle. Examples of these products include: Software as a Service (SaaS), subscriptions, annual license maintenance and support, and web hosting.

Application Maintenance and Support

- 1) Definition: Application Maintenance and Support includes the skills and requirements for supporting application systems, including troubleshooting, modifying, maintaining and enhancing legacy systems. Application Maintenance and Support also applies to applications running in a production environment.
- 2) Examples of included services: research, analysis, design, programming, testing, documenting and implementing maintenance changes; correcting software errors; modifying reports and ensuring accurate report runs; making modifications to the applications and documentation; writing ad hoc queries; loading and applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes

needed and participation in disaster recovery testing, planning and documentation. Services may need to be available 24/7 or on an on-call basis.

Enterprise Resource Planning (ERP)

- 1) Definition: ERP is an amalgamation of an organization's information systems designed to automate and integrate a variety of functions, commonly referred to as "back office", including financials, human resources and asset management. These systems are modularized and generally highly configurable.
- 2) Examples of included services: planning and assessment; requirements development; business process reengineering (BPR); implementation and conversion services; application programming and support services; database administration, system software administration and support; functional support; and training support.

Service Oriented Architecture (SOA)

- 1) Definition: SOA organizes business software in a granular fashion so that common functions can be used interchangeably by different departments internally and by external business partners. The more granular the components (the more pieces), the more they can be reused. SOA is a way of thinking about IT assets as service components. When functions in a large application are made into stand-alone services that can be accessed separately, they are beneficial to several parties. SOAs are implemented via application programming interfaces (APIs) that allow components to communicate with each other.
- 2) Examples of included services: planning and assessment; requirements development; proof of concept; implementation; deployment; governance; application programming and support services; system software administration and support; and training support.

Project Management

- 1) Definition: Project Management service providers may perform any or all of the project management processes identified by the Project Management Institute as published in Table 3-45 of the PMBOK® Guide, Third Edition or most recent.
- 2) Examples of included services: utilizing the Customer's tools and processes, using off-the-shelf tools or using Vendor's own proprietary tools and processes to manage a project.

Technology Upgrade/Migration and Transformation

- 1) Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be

accomplished by converting/migrating legacy applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise. Technology Upgrade/Migration may also include providing website content accessibility compliance.

- 2) Examples of included services: assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Also included are: technology transformations, which may include, appropriate Return on Investment (ROI), benchmarks and milestones. The following activities may also be included: planning, analysis, requirements development, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services; and training support.

Information Technology Assessments and Planning

- 1) Definition: IT Assessments and Planning may include IT effectiveness, maturity, governance, project management and architecture. Strategic planning activities may include mission statement development, visioning and goals, objectives, and strategy development. Tactical planning may require that actionable plans and roadmaps be provided.
- 2) Examples of included services: IT assessments, including enterprise architecture; staff knowledge, skills and abilities (KSAs) assessments; and strategic and tactical planning.

Application Development

- 1) Definition: Application Development means the development of new applications which may be mainframe, server, network-based, web-based or a combination. The requirements for new applications may require interfaces to existing applications.
- 2) Examples of included services: researching; analyzing; gathering requirements; designing; programming; testing; documenting and implementing; applying changes to the software language and/or database in which the application is written; providing corrections for production or any changes needed and participation in disaster recovery planning and documentation.

Independent Verification and Validation (IV&V)

- 1) Definition: Verification and Validation are independent procedures that are used together for in-depth analysis by checking that a product, service, or system meets requirements and specifications and that it fulfills its intended purpose.

- 2) Examples of included services: Validation of software design to meet system needs/requirements; traceability of safety critical requirements; design analysis of selected critical algorithms; and code analysis of mission-critical software components.
3. **Contract, Section 4. Pricing**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts, **Section 7. Pricing, Purchase Orders, Invoices and Payments**.
4. **Contract, Section 5. DIR Administrative Fee**, is hereby re-numbered as **Section 4. Administrative Fee** AND is hereby restated in its entirety as follows:

4. DIR Administrative Fee
A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change was October 1, 2013.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.
5. **Contract, Section 9. Intellectual Property Matters**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts, **Section 4. Intellectual Property Matters**.
6. **Contract, Sections 6 - 10** are hereby re-numbered **Sections 5 – 8**, as follows:
 - A. Section 6. Notification is re-numbered as **Section 5. Notification**;
 - B. Section 7. Statement of Work is re-numbered as **Section 6. Statement of Work**;
 - C. Section 8. Customer Satisfaction Metrics is re-numbered as **Section 7. Customer Satisfaction Metrics**;
 - D. Section 10. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts is re-numbered **Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts**.

7. **Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts dated 12/16/12**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts dated 07/21/15**, as attached.

8. **Appendix A, Section 3. General Provisions, H. Proof of Financial Stability**, is hereby restated in its entirety as follows:

Either DIR or Customer may reasonably require Vendor to provide proof of financial stability prior to or at any time during the contract term.

9. **Appendix A, Section 4. Intellectual Property Matters, E. Confidentiality**, is hereby restated in its entirety as follows:

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under subparagraph H. Notwithstanding the foregoing, (i) Customer information shall not be deemed confidential to the extent that Vendor is required to disclose such information as may be required by any law, rule, regulation, judicial or administrative process, and (ii) Vendor may disclose such information (1) to subcontractors that are providing services in connection with an SOW and that have agreed to be bound by the confidentiality obligations of this Section; or (2) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to Vendor on a non-confidential basis from a source other than DIR or Customer that Vendor believes is not prohibited from disclosing such information to Vendor by obligation to DIR or Customer, (iii) is known by Vendor prior to its receipt :from DIR or Customer without any obligation of confidentiality with respect thereto, or (iv) is developed by Vendor independently of any disclosures made by DIR or Customer to Vendor of such information. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer, provided that Customer shall use, disclose or obtain any Vendor IP (as defined below) that may be contained in such Work Product.

10. **Appendix A, Section 4. Intellectual Property Matters, G. Return of Materials Pertaining to Work Product**, is hereby restated in its entirety as follows:

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor in each case for delivery as Work Product to Customer or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work

Product, regardless of whether complete or incomplete, in each case in Vendor's possession; provided that any work in progress shall be provided on an as-is basis, without warranty. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else on Customer's behalf that pertain to the Work Product. Notwithstanding anything herein to the contrary, Vendor shall have the right to retain copies of such material, data and information and any summaries, analyses, notes, or extracts prepared by Vendor which are based on or contain portions of such material, data or information to the extent necessary to evidence the Services, provided that Vendor retains such copies in accordance with its confidentiality obligations hereunder. IN NO EVENT WILL VENDOR RETAIN ORIGINAL CUSTOMER INFORMATION IN ANY FORM.

11. **Appendix A, Section 6. Contract Fulfillment and Promotion, B. Internet Access to Contract and Pricing Information, 1) Vendor Website**, is hereby restated in its entirety as follows:

1) Vendor Website

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a website specific to the service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the services offered, service specifications, contact information for Vendor, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph D of this Section, and contain a link to the DIR website for the Contract.

12. **Appendix A, Section 6. Contract Fulfillment and Promotion, C. Services Warranty and Return Policies**, is hereby restated in its entirety as follows:

Vendor warrants that the Services shall be performed by competent personnel in a workmanlike manner, and shall be of professional quality consistent with generally accepted industry standards for the performance of the Services. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Appendix A, Section 6. Contract Fulfillment and Promotion, H. DIR Cost Avoidance**, is hereby restated in its entirety as follows:

DIR reserves the right to work with Vendor to develop and implement a method to track cost avoidance the State has achieved through the Contract. Vendor shall fully cooperate with DIR to implement a mutually agreed upon cost avoidance methodology for the Contract.

14. Appendix A, Section 9. Vendor Responsibilities, A. Indemnification, 2) Acts or Omissions, is hereby replaced in its entirety as follows:

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS FOR PERSONAL INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR ASSOCIATED ECONOMIC LOSS AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

15. Appendix A, Section 9. Vendor Responsibilities, A. Indemnification, 3) Infringements, is hereby replaced in its entirety as follows:

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the deliverable(s), work product or service for a purpose or in a manner for which the deliverable(s), work product or service was not designed, (ii) any modification made to the deliverable(s), work product or service by anyone other than Vendor or its subcontractors, (iii) any modifications made to the deliverable(s), work product or service by the Vendor

pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, (v) any use of the deliverable(s), work product or service by Customer that is not in conformity with the terms of any applicable license agreement, or (vi) the Customer's failure to use any corrections or modifications made available by Vendor.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

16. Appendix A, Section 9. Vendor Responsibilities, F. Use of Subcontractors, is hereby restated in its entirety as follows:

DIR and Customer each hereby consents to Vendor subcontracting any of Vendor's rights or obligations hereunder to any affiliate or related entity. If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

17. Appendix A, Section 9, Vendor Responsibilities, H. Confidentiality, is hereby restated in its entirety as follows:

- 1) Vendor acknowledges that DIR and Customers are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act. Except as provided for in the immediately preceding sentence, or as otherwise agreed to in a SOW, each of DIR and Customer agrees that all Services and Deliverables are not intended to be, and should not be, relied upon by any person or entity other than Customer.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

18. Appendix A, Section 9, Vendor Responsibilities, N. Required Insurance Coverage, is hereby restated in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded

services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage with the exception of Worker's Compensation. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a minimum limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000 [*Medical Expense each person: \$5,000; Personal Injury and Advertising Liability: \$1,000,000; Products /Completed Operations Aggregate Limit: \$2,000,000; Damage to Premises Rented to You: \$50,000*]. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Contractual liability coverage for liability assumed under the Contract;
- b) State of Texas, DIR and Customer listed as an additional insured; and
- c) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND \$1,000,000 PER DISEASE PER EMPLOYEE.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

Vendor will provide thirty (30) days' prior written notice to DIR and the Customer in the event of cancellation or adverse material changes to any of the required insurance

coverages specified herein.

19. Appendix A, Section 9, Vendor Responsibilities, V. No Solicitation of State Employees, is hereby restated in its entirety as follows:

Vendor shall not solicit, directly, any employee of DIR who is associated with this Contract for a period of 90 calendar days following completion of the Contract. Further, Vendor shall not solicit for a period of 90 days following completion of the SOW, directly, any employee of a DIR Customer who has participated in any projects on which the Vendor's Workers have been assigned. This shall not include those employees of DIR who respond to general advertisements for employment.

20. Appendix A, Section 9, Vendor Responsibilities, W. State Ownership of Work Product, is hereby restated its entirety as follows:

Vendor and Customer acknowledge and agree that, upon full payment for each such Work Product (as defined below), any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, or made by the Vendor for any DIR Customer pursuant to a SOW, including all such developments as are originated or conceived during the term of this Contract but are completed or reduced to writing thereafter, and in each case identified in the applicable SOW as a deliverable or specific work product required to be delivered (the "Work Product"), will be and remain the exclusive property of DIR's Customer. For those DIR Customers without statutory authority to own such work product, DIR shall do so on their behalf. Other than Vendor IP (as defined below), all rights, title and ownership interests, including copyright, which Vendor and all Workers may have in any Work Product or any tangible media embodying such Work Product are hereby assigned to DIR's Customer or, in those cases where the Customer does not have the authority, to DIR. Vendor, for itself and on behalf of its Workers, waives any property interest in such work product. DIR agrees that any Customer may elect, in an applicable SOW, to provide license rights back to Vendor with respect to Work Product.

Notwithstanding any provisions to the contrary in Section 4(A)(5) of Appendix A to the DBITS Contract, the parties hereby agree that Vendor has created, acquired, or otherwise has rights in, and may, in connection with the performance of the Services, employ, provide, modify, create, acquire, or otherwise obtain rights in, pre-existing or independently developed works of authorship, materials, information, and other intellectual property (collectively, the "Vendor IP"). Notwithstanding any provisions to the contrary in Sections 4(B) and 4(K) of Appendix A to the DBITS Contract, to the extent that any Vendor IP is contained in any of the Work Product, Vendor hereby grants Customer, upon full and final payment to Vendor hereunder, a royalty-free, fully paid-up, worldwide, nonexclusive license to use such Vendor IP solely in connection with the Work Product. Notwithstanding any provisions to the contrary in Sections 4(A)(1) or 4(B) of Appendix A to the DBITS Contract, such Vendor IP shall remain the property of Vendor and, except for the license granted in the preceding sentence, neither DIR nor the Customer shall acquire any right or interest in such Vendor IP.

Notwithstanding any provisions to the contrary in Section 4(A)(1) of Appendix A to the DBITS Contract, the parties hereby agree that the term “Work Product” shall not include Vendor IP that may be contained in such Work Product.

Vendor does not agree to any terms that may be construed as precluding or limiting in any way its right to (1) provide consulting or other services of any kind or nature whatsoever to any person or entity as Vendor in its sole discretion deems appropriate or (2) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Work Product.

21. Appendix A, Section 9, Vendor Responsibilities, X. Warranty, is hereby restated in its entirety as follows:

Customer shall approve each deliverable that conforms in all material respects to the relevant requirements of the applicable SOW. Customer shall not unreasonably withhold such approval. Unless otherwise agreed to in an SOW, the Customer has 30 days from the date that Vendor delivers any Work Product to inform Vendor of its determination that the Vendor has made errors in completed deliverable. Customer will immediately (but no later than five (5) business days from Vendor’s delivery of the deliverable to Customer) inform the Vendor of the Customer’s determination and provide Vendor with a written statement, in reasonable detail, with references to the applicable specifications, all of the deficiencies preventing approval. The Vendor shall make such corrections and revisions as are necessary so that the deliverables complained of are in compliance in all material respects to the applicable specifications. Correction is limited to rework of the unsatisfactory work without change to the original specifications and without regard to the amount of the effort expended on the original deliverable.

Upon receipt of such corrected and resubmitted deliverable, the Customer shall have five business days to test the corrected deliverable to confirm that the required corrections have been made by the Vendor. If the identified deficiencies have been corrected, the deliverable shall be accepted.

To the extent that any deliverables are approved by the Customer pursuant to the terms hereof, the Vendor shall be entitled to rely on such approval. In the event of any conflict between an accepted deliverable and the Contract, the accepted deliverable shall govern.

22. Appendix A, Section 10, Contract Enforcement, B. Termination, 3) Termination for Convenience, is hereby restated in its entirety as follows:

DIR may terminate the Contract for convenience, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order for convenience by giving the other party thirty (30) calendar days written notice.

23. Appendix A, Section 10, Contract Enforcement, B. Termination, 4) Termination for Cause, is hereby restated in its entirety as follows:

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The notice shall specify the nature of the default. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of said notice to cure said default (or provide an acceptable plan for correction). If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Beyond this point, contract disputes will be addressed in accordance with Chapter 2260, Texas Government Code. Customers purchasing services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Vendor may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with this Contract, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of written notice specifying the nature of the breach to cure said default (or provide an acceptable plan for correction). If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Beyond this point, contract disputes will be addressed in accordance with Chapter 2260, Texas Government Code.

24. Appendix A, Section 10, Contract Enforcement, C. Force Majeure, is hereby restated in its entirety as follows:

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, or other causes beyond its control, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order for its convenience if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer due to a Force Majeure event.

25. **Appendix A, Section 13, Mutual Cooperation**, is hereby restated in its entirety as follows:

Each party shall reasonably cooperate with the other party in the performance of the Contract, including provision by Customers of timely access to data, information, and its personnel. Customers shall be responsible for the performance of their personnel and agents and for the accuracy and completeness of data and information provided to the Vendor. The Vendor's performance is dependent upon the timely and effective satisfaction of Customer's responsibilities under Purchase Orders and timely decisions and approvals of each such Customer in connection with the services. Vendor shall be entitled to rely on all decisions and approvals of the Customer.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of June 25, 2015.

Deloitte Consulting LLP

Authorized By: /Signature on File/

Name: Kristen Miller

Title: Principal

Date: 7/24/15

The State of Texas, acting by and through the Department of Information Resources

Authorized By: /Signature on File/

Name: Dale Richardson

Title: Chief Operations Officer

Date: 7/31/15

Legal: /Signature on File/ 7/31/15